

#4733

12.

MEMORANDUM

RESUBMITTED: APRIL 3, 1986
TAKEN UNDER ADVISEMENT: MARCH 20, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: LARRY KOFF, PROJECT COORDINATOR
LINDA BOURQUE, DIRECTOR OF ZONING

SUBJECT: DEVELOPMENT IMPACT PROJECT PLAN AND DEVELOPMENT
IMPACT PROJECT AGREEMENT FOR 280-290 SUMMER STREET,
SOUTH BOSTON

As a result of the Authority's deliberations on this matter at its March 20 meeting, the Development Impact Project Plan and the Development Contract itself have been revised to include a specific provision that there can be no restaurant use or any use requiring a liquor license. (Please see page 1 of the Development Impact Project Plan and Article 6 of the Development Impact Project Agreement.)

280 Summer Street Associates Limited Partnership, a Massachusetts Limited Partnership of which the general partners are Miller Blew, K. Cory Benson and 280 Summer Street Development Corporation, have requested approval of a Development Impact Project Plan for the renovation of two adjacent seven-story brick warehouse structures into 127,600 sq. ft. of first-class office space. The buildings will be rehabilitated in accordance with standards of the U.S. Department of the Interior for certified historic structures. The structures are currently used as Class C office space.

No restaurant uses or liquor licenses are proposed. The project has been favorably reviewed by Harborpark and South Boston Neighborhood groups. (See attached letters.)

The exterior dimensions of the building will not change as a result of the proposed renovation except for the closing of a light shaft consisting of approximately 950 square feet per floor to form an atrium space, the infilling on three levels of the light shaft and the addition of the penthouse floor. The light shaft and the penthouse are not visible from the street. The height of the building will not exceed 117 feet.

Approximately 20% of the space will be leased to existing tenants. Construction is scheduled to start in April, 1986. The project is subject to a Development Impact Project Contribution and Jobs Contribution Grant and to approval of the Development Impact Project Plan by the Authority after public notice and hearing.

The project has undergone extensive design review by the staff. The developer has, in addition to the linkage payments, agreed to undertake two activities of benefit to the area. It will finance a consultant study to determine whether the Summer Street area would qualify as a National Register Historic District. Second, the developers agreed to retain a consultant who under the direction of the BRA would prepare an area public improvement plan of lighting, sidewalk treatment, etc. and to carry out related improvements adjacent to their property.

During the eight month construction period, 70 jobs will be created. The completed project will be the locus for approximately 400 permanent jobs.

The Developer will submit a Residents Construction Employment Plan, which shall ensure that of the construction employment opportunities created in the project, 50% will be made available to Boston residents, 25% to minorities and 10% to women. The developer has also agreed to formulate an Employment Opportunity Plan which will describe the developer's good faith efforts to achieve a goal that 50% of employment opportunities created by the project will be made available to Boston residents. This plan will be submitted for the Authority's approval no later than one year from the execution of the Development Impact Project Agreement.

The Development Impact Project Agreement provides for payments of approximately \$138,250 to be paid by the developers to the Neighborhood Housing Trust for development of low and moderate income housing in the city and of approximately \$27,600 as a Jobs Contribution Grant to the Neighborhood Jobs Trust.

We, therefore, recommend that the Authority approve the attached Development Impact Project Plan for 280-290 Summer Street, South Boston.

Appropriate votes follow:

VOTED: That in connection with the Development Impact Project Plan for 280-290 Summer Street at Fort Point Channel, South Boston, presented at a public hearing duly held at the offices of the Authority on March 20, 1986, and after consideration of the evidence presented at that hearing, the Boston Redevelopment Authority finds that said Plan (1) conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project Plan as set forth in Articles 26A and 26B of the Boston Zoning Code as amended; and further

VOTED: That pursuant to the provisions of Articles 26A and 26B of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for 280-290 Summer Street, South Boston. Said Development Plan is embodied in a written document entitled "Development Impact Project Plan/280-290 Summer Street, South Boston

between the Fort Point Channel and A Street" dated March 20 1986, as amended, and in schematic design drawings listed in Exhibit D of said document; said document and plans shall be on file in the office of the Director of Zoning of the Authority; and further

VOTED: That the Authority hereby authorizes the Director to execute, in the name and on behalf of the Authority and as an escrow agent for the Neighborhood Housing Trust and the Neighborhood Jobs Trust, a Development Impact Project Agreement with the developer of 280-290 Summer Street, South Boston and to certify, in the name of the Authority, that plans submitted to the Building Commissioner in connection with said project are in conformity with said Development Impact Project Plan and that the developer has entered into an Agreement with the Authority to be responsible for linkage payments, and further

VOTED: That in reference to petitions, Z-8248-8249, brought by Fort Point Channel Realty Trust, for six variances as listed in the Development Impact Project Plan for the 280-290 Summer Street project, which is approved by the Authority today, the Boston Redevelopment Authority recommends approval provided that the Authority and the Developer have entered into a Development Impact Project Agreement and that plans are submitted to the Authority for design review approval to ensure that the plans are consistent with the plans previously approved by the Authority and with the Development Impact Project Plan. The variances requested in the subject petitions are in conformity with said Development Plan as approved.

FACT SHEET
280-290 Summer Street
Between the Fort Point Channel and "A" Street
Boston, Massachusetts

DEVELOPMENT TEAM

Developer:

280 Summer Street Associates Limited Partnership, a Massachusetts limited partnership

Architect:

Bergmeyer Associates, Inc., Boston, Massachusetts.

SITE DESCRIPTION

Location:

280-290 Summer Street, between the Fort Point Channel and "A" Street.

Size:

Approximately 13,853 square feet of land, comprised of two lots each with an existing structure. These are 280-284 Summer Street-8753 square feet and 286-290 Summer Street-5100 square feet.

PROJECT DESCRIPTION

The two brick buildings currently existing on the site, which consist of seven stories above grade and two basement stories partially below grade, will be rehabilitated. The existing light shaft will be enclosed to form a six-story atrium from the lower basement level to the fourth floor and will be filled in on floors five through seven. A penthouse will be added to the roof. The buildings as rehabilitated will contain approximately 127,650 square feet of office space of which 15,000-25,000 will continue to be leased to existing tenants and the balance will be leased as speculative office space.

Height:

The height of the buildings will not exceed 117 feet.

FAR Square Footage:

127,650 square feet, for a FAR of approximately 9.22.

Estimated Construction Time:

Begin in April, 1986 with completion of shell scheduled for November, 1986.

PROJECTED NUMBER
OF EMPLOYEES

During construction an estimated 70 jobs will be created. After completion the employee population will be approximately 400 people. The Developer has agreed to submit a plan to the Director of the Boston Redevelopment Authority detailing its plans to ensure that its Contractor, and those engaged by its Contractor, meet the following standards: (1) at least 50% of total employee worker hours in each trade will be by Boston residents; (2) at least 25% of total employee worker hours in each trade will be by minorities; and (3) at least 10% of total employee worker hours in each trade shall be by women. Furthermore, the Developer has agreed to use good faith efforts to assure that 50% of the permanent employment opportunities created by the project are made available to Boston residents.

DEVELOPMENT IMPACT
PROJECT EXACTION

As required by Section 26-3 of the Boston Zoning Code, the Developer will enter into a Development Impact Project Agreement with the Boston Redevelopment Authority acting as an escrow agent for the Neighborhood Housing Trust calling for a total Development Impact Project exaction payment of about \$138,250.

ZONING DEVIATIONS
REQUIRED

Variances from the FAR requirements, the rear yard set back requirements and the parapet setback requirements will be necessary. A hearing before the Zoning Board of Appeals for these variances has been scheduled for February 25, 1986.

RESTRICTION ON USE

The Developer agrees that the Project cannot be used for a restaurant or for any use requiring a liquor license.

BOSTON REDEVELOPMENT AUTHORITY
MARCH 20, 1986

Development Impact Project Plan
280-290 Summer Street, South Boston
Between the Fort Point Channel and "A" Street

Developer: 280 Summer Street Associates Limited Partnership, a Massachusetts limited partnership.

Architect: Bergmeyer Associates, Inc., Boston, Massachusetts

Site Description: A certain parcel of land containing approximately 13,853 square feet of land, more or less, as more particularly described in Exhibit A hereto and as shown on the survey entitled "Plan of Land Boston, Mass.", scale 1"=20', dated November 7, 1984, updated January 3, 1986, prepared by Harry R. Feldman, Inc. attached as Exhibit B hereto. The site is comprised of two lots each with an existing structure. These are: 280-284 Summer Street-8753 square feet and 286-290 Summer Street-5100 square feet. A context map is attached as Exhibit C.

General Description of Proposed Development and Uses. The Building (as hereinafter defined) as planned will contain approximately 127,650 gross square feet of first class office space. Of the total area, it is projected that existing tenants will continue to lease 15,000 to 25,000 square feet. The balance of the Building will be leased as speculative office space. The Building cannot be used for a restaurant or for any use requiring a liquor license.

Estimated Construction Time: Construction to begin: April, 1986. Scheduled completion of the Building shell: November, 1986.

Projected Number of Employees: During the anticipated eight month construction period, approximately 70 jobs will be created. After completion and at full occupancy, the Building will have an employee population of approximately 400 people. The Developer has agreed to submit a plan to the Director of the Boston Redevelopment Authority which will set forth Developer's plans to ensure that its Contractor, and those engaged by said Contractor for construction of the Building, meet the following standards: (1) at least 50% of total employee worker hours in each trade will be by bona fide Boston residents; (2) at least 25% of total employee worker hours in each trade will be by minorities; and (3) at least 10% of total employee worker hours in each trade will be by women. The Developer has further agreed to formulate an Employment Opportunity Plan, which Plan will detail Developer's good faith efforts to assure that 50% of the permanent employment

opportunities created in the project will be made available to Boston residents.

Development Impact Project Contribution: In accordance with Section 26-3 of the Boston Zoning Code, 280 Summer Street Associates Limited Partnership will enter into a Development Impact Project Agreement with both the Boston Redevelopment Authority and the Neighborhood Housing Trust, or if such trust has not been established at the time of the execution of such Agreement, with the Boston Redevelopment Authority acting on behalf of said Trust. The Development Impact Project Contribution shall be made as a Housing Contribution Option, or as a Housing Creation Option, which shall contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston under the conditions specified in said Agreement. If the Developer elects to satisfy its contribution responsibility with respect to the Building through money payments, payments to said Trust or fiduciary shall be made in twelve (12) equal annual installments. The first installment will be due upon the first to occur of (i) the issuance of a Certificate of Occupancy for the Building or (ii) twenty-four (24) months after the issuance of a building permit. The annual payment shall be one-twelfth of \$5.00 per square foot of gross floor area in excess of 100,000 square feet. Said contribution shall approximate a total of \$138,250 based on the following calculations:

Gross Building Area	127,650	S.F.
Deduct:		
Allowance	<u>100,000</u>	
	27,650	
	<u>X \$5.00</u>	
Exaction Payment Total	<u>\$138,250</u>	

Changes in total gross square footage for the Building may occur as a result of ongoing design review.

Jobs Contribution Grant: In accordance with Section 26B-3 of the Boston Zoning Code, the Development Impact Project Agreement will also be executed by the Neighborhood Jobs Trust, or if such trust has not been established at the time of the execution of such Agreement, with the Boston Redevelopment Authority acting on behalf of said Trust. Pursuant to such Agreement, 280 Summer Street Limited Partnership shall make a jobs Contribution Grant to the Neighborhood Jobs Trust in two installments. The first installment shall be due upon the issuance of a building permit and the remaining installment shall be due on the anniversary of the first payment. The Grant shall approximate a total of \$27,650 based on the following calculations:

Gross Building Area	127,650 S.F.
Deduct Allowance	100,000
	<u>27,650</u>
	x \$1.00

Contribution Grant Total \$27,650

Location and Appearance of Building: Two brick buildings currently exist on the site. The buildings consist of seven stories above grade and two basement stories partially below grade. These buildings will be rehabilitated in accordance with the standards of the U.S. Department of the Interior for certified historic structures. The exteriors will be cleaned and new windows installed. A new single entryway will be built to replace the two existing entryways. A canopy will be added to the buildings to emphasize the new entryway. There will be a new, single lobby. The existing light shaft will be closed in to form a six-story atrium from the lower basement level to the fourth floor and will be filled in on floors five through seven. A penthouse will be added to the roof. The interior will be renovated and new systems installed. The buildings will continue to be totally integrated (the buildings will hereafter be referred to as the Building). The design of the Building will be substantially in accordance with the schematic representations listed in Exhibit D.

Proposed Dimensions of Structure: The exterior dimensions of the Building will not change as a result of the proposed renovation except for the closing in of a light shaft, consisting of approximately 950 square feet per floor, to form an atrium space and the infilling on three levels of the light shaft and for the addition of the penthouse floor. The light shaft is not visible from any public street. The height of the Building will not exceed 117 feet.

Density: The Building lot size is 13,853 square feet. Gross building area adjusted for zoning measurement purposes is 127,650 square feet. This yields a floor area ratio (F.A.R.) of 9.22. Tables of Floor Area Ratio calculations for the Building are attached as Exhibit E.

Exterior Building Material: The exterior of the Building is and will remain primarily of brick.

Open Spaces and Landscaping: The Building fills the entire site leaving no open space other than the passageway at the rear of the Building. The amount of open space is not affected by the proposed renovation except for the closing in and infilling of the light shaft.

Traffic Circulation: Current traffic patterns in the vicinity of the Building will not be altered. The anticipated vehicular traffic generated by the Building will have a nominal impact on traffic flow or congestion in this area.

Parking and Loading Facilities: There are no parking or loading facilities on the site. There are large, open parking lots near the site and there is currently parking available on the street. The Developer is attempting to make arrangements with Boston Wharf Company to reserve spaces in the garage which Boston Wharf proposes to build nearby.

Access to Public Transportation: The site is located in the Fort Point Channel area. The closest MBTA stops are the Park Street stop on the MBTA Green Line, the South Station stop on the MBTA Red Line, the Essex and Washington stops on the MBTA Orange Line and the Aquarium stop on the MBTA Blue Line. The site is served by commuter and inter-city rail and bus service terminating at South Station. Numerous MBTA bus routes terminate at South Station which is located within a few blocks of the site.

South and West Commuter Rail	South Station	5 min.
North and Northwest Commuter	North Station	25 min.
Red Line	South Station	5 min.
Blue Line	Aquarium	15 min.
Orange Line	Essex Street and Washington Street	15 min.
Green Line	Park Street	20 min.
Express Buses West	Franklin & Federal	10 min.
South Shore Ferries	Rowes & Foster Wharves	10 min.
Interstate Buses	Trailways	5 min.

Schematic Design Drawings: Schematic design drawings have been completed by Bergmeyer Associates, Inc., and are listed in Exhibit D. As in the case of any project of the scope of the Building rehabilitation, minor changes will be made to these drawings; however, these changes will not exceed the maximum height specified above nor will they significantly alter the general appearance of the development.

Design Review: The Building is subject to the Boston Redevelopment Authority's four-stage design review process. Schematic design review approval has been given by the Authority for drawings A-1 thru A-14, dated January 10, 1986, and site section, dated January 16, 1986, by Bergmeyer Associates, Inc., architects, Boston, MA, listed in Exhibit D. Furthermore, the Authority's continuing design review will encompass all exterior new construction materials, new canopies, new exterior lighting and all adjacent public and private right of way improvements.

Zoning Variances Required:

1. Section 15-1: Floor area ratio is excessive.
2. Section 20-1: Rear yard is insufficient.

EXHIBIT 3. Section 21-1: Plan
EXHIBIT 4. Survey
EXHIBIT 5. Context Map
EXHIBIT 6. List of Schematic Design Plans
EXHIBIT 7. Fee Calculations

Set back of parapet is
insufficient.

- EXHIBIT A: Legal Description
- EXHIBIT B: Survey
- EXHIBIT C: Context Map
- EXHIBIT D: List of Schematic Design Plans
- EXHIBIT E: FAR Calculations

Parcel I. The land with the buildings thereon in Boston, Suffolk County, Massachusetts, currently numbered 280-284 Summer Street, inclusive, bounded and described as follows:

- SOUTHWESTERLY: by Summer Street, Eighty-Five and 88/100 (85.88) feet;
- SOUTHEASTERLY: by the joint in the brick party wall between the granted premises and the adjoining building on Parcel II described below, Sixty-Five and 29/100 (65.29) feet;
- NORTHEASTERLY: again by said last mentioned land, one (1) foot;
- SOUTHEASTERLY: again by said last mentioned land, Thirty and 04/100 (30.04) feet;
- NORTHEASTERLY: again by the southwesterly line of a passageway Twenty-Five (25) feet wide and leading into A Street, Eighty-Six and 04/100 (86.04) feet; and
- NORTHWESTERLY: by the joint in the brick party wall between the granted premises and the adjoining building on land now or formerly of William H. Dunbar, et al., Trustees, One Hundred Nine and 37/100 (109.37) feet.

Containing Eight Thousand Seven Hundred Fifty-Three (8,753) square feet of land. Be any or all of said measurements or contents more or less or however otherwise said premises may be measured, bounded or described.

Parcel II. The land with the buildings thereon in Boston, Suffolk County, Massachusetts currently numbered 286-290 Summer Street, inclusive, bounded and described as follows:

- SOUTHWESTERLY: by Summer Street, Fifty-Six (56) feet;
- SOUTHEASTERLY: by land now or formerly of George A. Butts, et. al., Trustees, by a line through the center of a party wall, Eighty-Five and 91/100 (85.91) feet;
- NORTHEASTERLY: by the Southwesterly line of a passageway Twenty-Five (25) feet wide and leading into A Street, Fifty-Seven and 77/100 (57.77) feet;
- NORTHWESTERLY: by Parcel I described above, Thirty and 04/100 (30.04) feet;
- SOUTHWESTERLY: by said last mentioned land, one (1) foot; and
- NORTHWESTERLY: again by the joint in the brick party wall between the granted premises and the adjoining building upon said last mentioned land, Sixty-Five and 29/100 (65.29) feet.

Containing Five Thousand One Hundred (5,100) square feet of land. Be any or all of said measurements or contents more or less or however otherwise said premises may be measured, bounded or described. Being the lot numbered 286, 288, 290 Summer Street Extension on a plan by John H. Rice, Surveyor, dated March 20, 1900, recorded with Suffolk Deeds in Book 2687, Page 391.

Together with all of Grantor's right, title and interest, if any, in and to the use of the twenty-five (25) foot passageway adjoining the northeasterly boundary line of the above-described premises, including the portion of said passageway leading into Congress Street and the portion leading into A Street, in common with all others who are or may become legally entitled thereto and subject to all existing rights of passage therein of others.

TEL. & TEL. CO.

25' WIDE PASSAGEWAY

16769'

16713'

N/F ROBERT F. PORTER, TRUSTEE

N/F SYLVIA D. KAROFKY

AREA = 8753 S. F.

AREA = 5100 S. F.

7 STORY BRICK

7 STORY BRICK

NO. 280-284

NO. 286-290

85.9' (B.D.)

85.88'

56.0' (B.D.)

56.00'

N55°00'00"W

CONC. SIDEWALK

GRANITE CURB

CANOPY

FLAGPOLE

15" DRAIN

SUMMER STREET

(PUBLIC - 100' WIDE)

TO LAWYER'S TITLE INSURANCE COMPANY, CSAPLAR & BOK,
SUMMER STREET ASSOCIATES LIMITED PARTNERSHIP AND BAY BANK HARVARD TRUST COMPANY:

I CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL SURVEY MADE ON THE GROUND
AS PER RECORD DESCRIPTION AND THAT THERE ARE NO ENCROACHMENTS EITHER
WAY ACROSS PROPERTY LINES EXCEPT AS SHOWN.

I CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING
OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC
OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES
FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

DEED REFERENCE:

BOOK 9319 PAGE 268

PLAN REFERENCES:

L.C.C. 36233
BOOK 2092 PAGE 529
" 2571 " 470
" 2687 " 391
" 212

12" WATER

10" H.S. WATER

EXHIBIT C

280 SUMMER STREET LOCATION



EXHIBIT D

LIST OF PLANS SUBMITTED TO BOSTON REDEVELOPMENT AUTHORITY

- | | | |
|-----|--|-----------|
| 1. | Perspective | |
| 2. | Site Survey | |
| 3. | Site Section | |
| 4. | Subbasement Plan: | Plan A-1 |
| 5. | Basement Plan: | Plan A-2 |
| 6. | First Floor Plan: | Plan A-3 |
| 7. | Typical Floor Plan: | Plan A-4 |
| 8. | Eighth Floor Plan: | Plan A-5 |
| 9. | Front Elevation: | Plan A-6 |
| 10. | Rear Elevation: | Plan A-7 |
| 11. | Building Section: | Plan A-8 |
| 12. | Toilet plans and elevations: | Plan A-9 |
| 13. | Elevator Plans & Sections: | Plan A-10 |
| 14. | Stair #1 Plans & Sections: | Plan A-11 |
| 15. | Existing Stairs: | Plan A-12 |
| 16. | Stair Details: | Plan A-13 |
| 17. | Door Schedule & Details & Finish Schedule: | Plan A-14 |

ZONING COMPUTATION FORM COVERING ALL NEW BUILDINGS, CHANGES OF OCCUPANCY, ALTERATIONS, ETC.

280-284 Summer Street and
286-290 Summer Street
Combined

(1) USE ITEM: ARTICLE 8

(2) DIMENSIONAL REQUIREMENTS: ARTICLE 13-1

ARTICLE AND SECTION	14-1	14-2	14-1 PLUS 14-2	14-3 14-4	ART 15	ART 16	ART 17	ART 18	ART 19	ART 20	ART 21	ART 22
	MIN. LOT SIZE	MIN. LOT AREA FOR DWELLING UNIT	TOTAL LOT SIZE	MIN. LOT WIDTH	MAX. FLOOR AREA RATIO	MAX. HEIGHT OF BUILD.	USABLE OPEN SPACE PER DWELL. UNIT	MIN. FRONT YARD	MIN. SIDE YARD	MIN. REAR YARD	MIN. SETBACK OF PARAPET	MAX. USE OF REAR YARD
Zone	none	none	none	none	4	none	none	none	none	12'-0"	0' @ front 22'-0" @ rear 18'-0" @ east	--
Existing Condition	13,853	-	13,853	141.88	8.02	100'-6"	-	0	0	0	0	--
Proposed Condition	13,853	-	13,8	141.88	9.22	116'-8"	-	0	0	0	10' @ front 1' @ rear	--

Gross Floor Area

	Lot Area
Subbasement	11,000
Basement	11,400
First Floor	13,400
Second Floor	12,850
Third Floor	12,850
Total	127,650/13,853 = 9.22

EXHIBIT E

(3) OFF-STREET PARKING: ARTICLE 23

Dwelling Units X factor = spaces (for houses, apartments, hotels, etc.)

Floor Area/factor = spaces (for offices, stores, factories, etc.)

none provided

(4) OFF-STREET LOADING: ARTICLE 24

only required for uses other than 1 through 10, 26, 27, 28, 31, 32, 33, 39, 40, 50, 52, 53, 58, 59)

- none provided

NOTE: All of above data is to be attached to, or incorporated into, the Plot Plan Signed by Certified Land Surveyor or Certified Engineer

DEVELOPMENT IMPACT PROJECT AGREEMENT

FOR

The Building at 280-290 Summer Street
Between the Fort Point Channel and "A" Street
Boston, Massachusetts

WHEREAS, THIS AGREEMENT, dated as of April , 1986
between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter
"Authority"), acting on its own behalf and as escrow agent for
the Neighborhood Housing Trust and the Neighborhood Jobs Trust,
as contemplated by Articles 26 and 26B of the Boston Zoning
Code and hereafter to be created, and 280 Summer Street
Associates Limited Partnership, a Massachusetts limited
partnership, of which the general partners are J. Miller Blew,
K. Cory Benson and 280 Summer Street Development Corporation,
having an address at 105 Chauncy Street, Boston, Massachusetts
02111 and its successors, assigns and legal representatives
(hereinafter "Applicant"); the Authority and Applicant,
collectively, shall be referred to herein as the parties;

WHEREAS, the Applicant is the developer of a parcel of
land together with the buildings thereon located on Summer
Street between the Fort Point Channel and "A" Street, to be
known and numbered as 280 Summer Street (the "Project Site")
which Project file is more particularly described on Exhibit A
attached hereto; and

WHEREAS, the Applicant proposes to rehabilitate,
renovate and construct on the Project Site an office building
which will not be used for a restaurant or any use requiring a
liquor license (hereinafter "Project"); and

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26-2(1) of Article 26 and Section 26B-2 of Article 26B of the Boston Zoning Code as in effect on the date hereof ("Articles 26 and 26B"); and

WHEREAS, the Neighborhood Housing Trust as referred to in Article 26 of the Boston Zoning Code and the Neighborhood Jobs Trust as referred to in Article 26B of the Boston Zoning Code have not yet been created;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Development Impact Project Plan (hereinafter "Plan") as required by Section 26-3 of Article 26 and Section 26B-3 of Article 26B and after a public hearing held on March 20, 1986, notice of which was published in [name of newspaper] on [date of publication], the Authority approved the Plan on [date of approval]. The Applicant will cause the Project Site to be developed in accordance with Plan.

ARTICLE 2. LINKAGE PAYMENT

2.1 Linkage Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Exaction (hereinafter "Linkage

Payment") as such term is defined in Section 26-2(3) of Article 26, in the amount as calculated and set forth in 2.4 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Linkage Payment, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in 2.2, Housing Creation Option, or by payments made in accordance with 2.3, Housing Payment Option.

2.2 Housing Creation Option. If the Applicant shall elect to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, the Applicant shall submit a proposal in writing to the Authority on or before the Payment Date, as defined in 2.6 and as further defined in the Housing Creation Regulations (hereinafter "Regulations"). Such proposal approved in accordance with the Regulations shall satisfy the provisions of the Housing Creation Exaction set forth in Section 26-1(3)(b) of Article 26. The proposal shall include a description of the number, location, cost and design of the housing units. Applicant further pledges compliance with said regulations.

2.3 Housing Payment Option. If the Applicant shall elect to contribute money payments, said payments shall be paid to the City of Boston acting by and through the Neighborhood Housing Trust, or in the event such a trust has not been created, to the Authority. The payments shall be made in twelve (12) equal annual installments. The first installment

of the Housing Payment Option shall be due and payable on the Payment Date, as defined in 2.6, infra., and subsequent installments shall be due and payable on the following eleven (11) anniversary dates of the Payment Date.

2.4 Calculation of Linkage Payment. The parties hereby acknowledge that the Project will include certain uses enumerated in Table C of Article 26 including office, retail business and service. It is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet, said gross floor area devoted to such uses is expected to be one hundred twenty-seven thousand six hundred fifty (127,650) square feet, based upon schematic drawings for the Project. The amount of the Linkage Payment, as referred to in 2.1, supra., will approximate a total of one hundred thirty-eight thousand two hundred fifty dollars (\$138,250). The parties acknowledge that the amount of the Linkage Payment is based upon gross floor areas as estimated in the Plan. If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs from the above stated estimate, this Agreement shall be amended by incorporating a schedule approved by the Director of the Authority adjusting the amount of the Linkage Payment in accordance with Article 26.

2.5 Recalculation. The Authority hereby agrees that, subject to the recalculation provisions contained in 2.4, any change in the rate of the Linkage Payment as may be adopted

shall not in any way increase the Linkage Payment determined in accordance with 2.4.

2.6 Payment Date. The Payment Date shall be the earlier of either the issuance of a Certificate of Occupancy or twenty-four (24) months after the granting of the building permit.

2.7 Waiver of Linkage Payment. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction (the commencement of excavation, foundation, and other subsurface work shall constitute substantial construction) or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Linkage Payment with respect to such improvement or part thereof.

2.8 Credit Towards Linkage Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26-1 of Article 26, amounts payable hereunder by Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force and effect.

ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1 The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Jobs Contribution Grant ("Jobs Payment") as such term is defined in Section 26B-3 of the Boston Zoning Code, in the amount as calculated and setforth herein. The parties hereby acknowledge that the Project will include certain uses enumerated in Table E of Article 26B, including office, retail business and service. It is anticipated that the total gross floor area of the Project will be devoted to one or more such uses. The total amount of the Jobs Payment calculated at the rate of \$1.00 for each square foot of gross floor area in excess of one hundred thousand square feet, will approximate a total of Twenty-Seven Thousand Six Hundred Fifty Dollars (\$27,650.00). The parties acknowledge that the amount of the Jobs Payment is based upon gross floor area as estimated in the Plan. If the gross floor area of the project, as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs from the above stated estimate, this Agreement shall be amended by incorporating a schedule approved by the Director of the Authority adjusting the amount of the Jobs Payment in accordance with Article 26B of the Boston Zoning Code to reflect the change in gross floor area. The Jobs Payment shall be made in two (2) equal annual installments, the first installment due upon the issuance of a building permit and the remaining portion due on the anniversary of the first payment.

ARTICLE 4. RESIDENT CONSTRUCTION EMPLOYMENT PLAN

4.1 Boston Residents Construction Employment

Standards. The Applicant shall submit a plan, to be known as a Boston Residents Construction Employment Plan to the Director which plan shall set forth in detail the Applicant's plans to ensure that its Contractor, and those engaged by said contractor for construction of the Project on a craft by craft basis, meet the following Boston Residents Construction Employment Standards: (1) at least 50 percent of the total employee workerhours in each trade shall be by bonafide Boston residents; (2) at least 25 percent of the total employee workerhours in each trade shall be by minorities; and (3) at least 10 percent of the total employee workerhours in each trade shall be by women. The Applicant shall include in the plan provisions for monitoring, compliance and sanctions. The Applicant shall submit the plan within three months from the execution of this Agreement or prior to the issuance of a building permit, whichever occurs sooner.

4.2 Workerhours Defined. For purposes of this Article, workerhours shall include on-the-job training and apprenticeship positions.

ARTICLE 5. EMPLOYMENT OPPORTUNITY PLAN.

5.1 Employment Opportunity Plan. The Applicant shall formulate an Employment Opportunity Plan which plan shall provide for the Applicant's good faith efforts to achieve a goal that 50 percent of the permanent employment opportunities

created by the Project shall be made available to Boston residents. The Applicant shall submit the plan to the Director within three months from the execution of this Agreement.

ARTICLE 6. RESTRICTION ON USE.

6.1. No Restaurant Use. The Applicant agrees that the Project cannot be used for a restaurant or for any use requiring a liquor license.

ARTICLE 7. LIABILITY.

7.1 Scope of Applicant's Liability. Subject to the provisions contained in 8.6, infra., the Authority agrees to look solely to the interests from time to time in the Project that are subject to this Agreement more fully described in the Development Impact Project Plan for this Project, whether owned by the Applicant or its successors or assigns, as the case may be, for any claim against the Applicant or its successors arising under this Agreement in connection with such improvements.

7.2 Personal Liability. Subject to the provisions contained in 8.6 infra., neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns shall be personally or individually liable under this Agreement, nor shall it or they be liable beyond the extent of its or their interest in such Project.

ARTICLE 8. MISCELLANEOUS PROVISIONS.

8.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefits of, the parties, their successors, assigns, and legal representatives, including, without limitation, any successor owner of the improvements, and the Trusts, as successor to the Authority as and when each such Trust shall be established, notwithstanding any subsequent amendment, or repeal of Article 26 or Article 26B or court decision having the effect of an amendment or repeal of Article 26 or Article 26B.

8.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2, Article 26 or Article 26B, unless otherwise provided.

8.3 Compliance with Development Impact Project Plan. The Authority hereby acknowledges approval of the Development Impact Project Plan, as voted by the Authority on [date Plans approved]. The Applicant hereby agrees to proceed with the Project in accordance with the Development Impact Project Plan.

8.4 Knowledge of Laws. Applicant shall keep itself fully informed of all votes of the Authority, City ordinances, executive orders, and regulations, and state and federal law which in any manner affect the provisions of this Agreement.

Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws, and shall protect and indemnify the City and the Authority, its officers, agents and employees against any claim or liability arising from or based upon the violations of such ordinances, executive orders, regulations or laws, caused by any act or omission of the Applicant, its agents or employees.

8.5 Notice. All notices under this Agreement must be in writing and mailed to the parties at the following addresses:

Authority: Boston Redevelopment Authority
Director's Office
City Hall Square
Boston, MA 02201

With copies to: Boston Redevelopment Authority
Chief General Counsel
City Hall Square
Boston, MA 02201

Applicant: 280 Summer Street
Associates Limited Partnership
c/o Bulfinch Development Corporation
105 Chauncy Street
Boston, MA 02111

With copies to: John F. Bok, Esquire
Csaplar & Bok
One Winthrop Square
Boston, MA 02110

8.6 Record Notice of Agreement. The Applicant shall record at the Suffolk County Registry of Deeds, a notice of this Agreement, in substantially the same form as Exhibit A attached hereto and hereby incorporated by reference. Failure of the Applicant to record notice of this Agreement shall render the provisions contained in Article 6 supra. null and void.

8.7 Satisfaction of Development Impact Project Requirements. The Authority hereby acknowledges that by executing this Agreement, the Applicant has satisfied the requirements of Section 26-3(2) of Article 26 and Section 26B-3(2) of Article 26B insofar as satisfaction of the requirements of those Sections is a precondition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of the Project Site.

8.8 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

8.9 Transfer of Interest. Rights and interests accorded by this Agreement shall not be assigned, delegated, subcontracted or in any way transferred by the Applicant without prior written notice to the Authority.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel

By: _____
Stephen Coyle, Director

280 SUMMER STREET ASSOCIATES
LIMITED PARTNERSHIP

By: _____
J. Miller Blew,
Managing General Partner

REAL PROPERTY RESOURCES CORPORATION

105 CHAUNCY STREET
BOSTON, MASSACHUSETTS 02111

February 24, 1986

Mr. Stephen Coyle
Director
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Re: Historic Rehabilitation -- 280-290 Summer St.

Dear Mr. Coyle:

This is a brief letter to re-cap the South Boston neighborhood reaction to our proposed project at 280-290 Summer Street.

Last Monday night, February 17, Miller Blew and I met with representatives of several South Boston neighborhood groups and Councilman Jim Kelly to review our plans for the renovation of 280-290 Summer Street. The representatives present at the meeting were: Tom Butler, President of the South Boston Citizens Association; Dan Yotts, Chairman of the South Boston Community Development Corporation; and Nancy Yotts, President of the South Boston Residents Group. Everyone was in agreement that the proposed renovation plan including the one-story penthouse addition was not controversial. The only concerns raised during the meeting were: (1) whether traffic would be impeded during construction; (2) how the linkage money would be used; (3) why we had to pay linkage money; and (4) the use of a union construction contractor.

The next day Nancy Yotts called to say that her group had no problems with the project. She informed me that her group never wrote letters of support but that the absence of a negative letter should be sufficient indication to the Zoning Board of Appeals that her group did not have any concerns. Later in the week I spoke with Tom Butler who said that his group did not object to the proposed development and that they would write a letter in support. Councilman Kelly has also endorsed the project and has written a letter of support.

Subsequent to these discussions, Dan Yotts called and raised a new concern. Our original application to the Building Department listed the intended uses for the building as office, retail and restaurant. His concern appears to be that we may apply for a liquor license, and his group feels that the Licensing Board has not given the neighborhood a fair hearing lately.

Mr. Stephen Coyle from Annie C. Harris

Page Two

Although these uses are presently permitted in our property, we have no plans for a restaurant or bar. We offered Mr. Yotts assurances on this point, however he would not accept them. Because of this concern Dan Yotts and his group may write a letter opposing the project.

In summary, except for Mr. Yotts' concerns, the neighbors seem very pleased with the proposed development. Mr. Yotts' concern involves the larger issue of South Boston neighborhood control over development and is not directed specifically against this project.

We appreciate your interest in this development. Because this is an historic rehabilitation, we have an end-of-the-year deadline for completion which makes it critical to get under construction as quickly as possible. Our financing requires that we start construction by April 1. Our Appeals Board hearing is scheduled for tomorrow, but we have had difficulty getting on the BRA calendar for the D.I.P. hearing. Any assistance you can give us in this matter will be greatly appreciated.

Sincerely,

Annie C. Harris
Vice President

ACH/jb

South Boston Citizens' Association

"NATION'S OLDEST CIVIC ORGANIZATION"

POST OFFICE BOX 74 - SOUTH BOSTON, MASS. 02127

103 YEARS OF CONTINUED SERVICE TO THE COMMUNITY

City of Boston
Board of Appeals
Room 803
Boston City Hall
Boston, Massachusetts 02201

Dear Chairman Dennis and Members:

This letter comes in response to the petition before your board BZC- 8248-8249. We met in the neighborhood regarding this development and spoke with the petitioners relative to the design and density of the project and other issues that arise from the proposed development.

The following changes were and agreements were discussed and agreed upon as conditions governing the the acceptance of the petition.

The parties have agreed to amend the petition to delete that part of the petition that requests a restaurant as part of the petition. They further stated that the addition should read one story not two stories. The parking is a problem in the area but the petitioner has stated that this project will not generate a large amount of cars and they are presently seeking relief for the area by looking for alternative parking spaces.

The petitioners have informed the community that it will be a union job with union contractors, they offered an acceptable time table for construction, and will take into consideration any means to relieve some of the impacts to the community. They have also agreed without committment to consider the neighborhood needs with respect to the linkage funds. We understand the D.I.P. hearing has not been held and they will need time regarding the linkage proposal.

When all the above is met we feel we can support the petition before your board.

PRESIDENT THOMAS J. BUTLER, 88 I Street, South Boston 02127 - 268-3248

VICE PRESIDENTS 1st, EDWARD M. KING 2nd, ROBERT JOHNSON 3rd, MICHAEL BARTOSIAK

DIRECTORS ANN AICARDI JOHN HYNES MICHAEL O'DWYER

TREASURER BERNARD J. O'DONNELL

SECRETARY MAUREEN PAROLIN

HISTORIAN DAVID A. NAGLE

SERGEANT-AT-ARMS JOHN F. MANNING



South Boston Citizens' Association

"NATION'S OLDEST CIVIC ORGANIZATION"

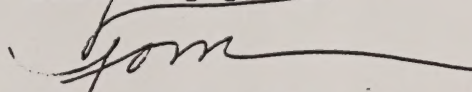
POST OFFICE BOX 74 • SOUTH BOSTON, MASS. 02127

103 YEARS OF CONTINUED SERVICE TO THE COMMUNITY

The petitioners have shown us the portfolio of their past accomplishments and it is impressive. We like the saving of the achitecture of the building.

With kind regards, for the Association I remain

Sincerely yours,



Thomas J. Butler, President

TJB:hb



PRESIDENT THOMAS J. BUTLER, 88 I Street, South Boston 02127 - 268-3248

VICE PRESIDENTS 1st, EDWARD M. KING 2nd, ROBERT JOHNSON 3rd, MICHAEL BARTOSIAK

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HISTORIAN DAVID A. NAGLE

SERGEANT-AT-ARMS JOHN F. MANNING



Boston City Council

James M. Kelly
District 2
725-3203

February 24, 1986

Chairman Richard Dennis &
Members of the Board of Appeals
City Hall - room 803
Boston, MA 02201

Dear Members of the Board,

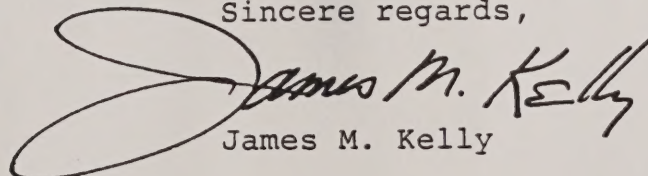
Please record me in support of the application filed by the Fort Point Channel Realty Trust for major renovations and a one-story addition at 286-290 Summer Street, South Boston (Ward 6).

Please be aware however, my support is conditional:

1. The developer will renovate/construct with 100% union labor - specifically members of the Boston Building Trades.
2. The developer will totally eliminate any plans for a "Restaurant".
3. The developer will cooperate with the South Boston Community Development Corporation relative to employment.

I had met with the developers on February 17, 1986. I was given verbal assurance that these provisos would be honored.

Sincere regards,


James M. Kelly

REAL PROPERTY RESOURCES CORPORATION

105 CHAUNCY STREET

BOSTON, MASSACHUSETTS 02111

February 24, 1986

Mr. Daniel Yotts
South Boston Community Development Corporation
10 Drydock Avenue
Boston, MA 02210

Re: Rehabilitation of 280-290 Summer Street

Dear Mr. Yotts:

You have requested assurances from me as to the general partner of the developer of 280-290 Summer Street concerning our plans for use of the Building.

Please be assured that we intend to lease the Building for office uses and will delete from our building permit application all references to restaurant use.

If, in the future, we decide to lease to a restaurant we agree to notify the South Boston community and to meet with the community concerning our plans, in advance of a Licensing Board hearing.

Very truly yours,

J. Miller Blew
President

JMB/jb

